

Exhibit “A”

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

MATTHEW JACKSON, et al.
Plaintiffs,

v.

THE CITY OF SAN ANTONIO
Defendant

§
§
§
§
§
§
§

Cause No. SA-03-CV-049-RF

SETTLEMENT AGREEMENT

This **Settlement Agreement** is entered into this _____ day of _____,
2007, by its parties:

A. all persons named in Exhibit A and their heirs, assigns, representatives,
executors and administrators, collectively referred to herein as **Releasors**, and

B. the City of San Antonio, its agents, principals, officers, servants, council
members, insurers, assigns and employees, hereinafter referred to as the **City**.

This **Settlement Agreement** is intended to compromise all claims and defenses
made by the various parties arising out of the nexus of facts alleged in Cause No. 2002-
CI-18233, styled *Matthew Jackson, et al. and Other Similarly Situated Persons v. City of
San Antonio*, filed in the 408th Judicial District Court, Bexar County, Texas, and removed
to the United States District Court for the Western District of Texas, San Antonio
Division, by the **City** and presently pending under Cause No. SA-03-CA-049-RF,
sometimes styled *Matthew Jackson, et al. v. City of San Antonio*, and Cause No. SA-03-
CA-412-FB, styled *Steve Christian, et al. v. City of San Antonio*, originally filed in the

United States District Court for the Western District of Texas, San Antonio Division and subsequently consolidated into SA-03-CA-049-RF, and Cause No. 2002-CI-18233, styled *Matthew Jackson, et al. and Other Similarly Situated Persons v. City of San Antonio*, on partial remand in the 408th Judicial District Court, Bexar County, Texas, all collectively and inclusively referred to herein as the **Lawsuit**.

The nexus of facts underlying the **Lawsuit** concerned the employment relationship between the **Releasors** and their employer, the **City**. Generally, **Releasors** complained that their pay had not been properly calculated and/or paid by the **City** under state and federal law, local ordinance, and the terms of the collective bargaining agreement between the San Antonio Police Officers' Association and the **City**. The **City** denied the **Releasors'** claims. **Releasors** requested leave to pursue their claims as a class or collective action. Rule 23 class certification was denied, however an opt-in collective action of individual plaintiffs was conditionally certified under 29 U.S.C. § 216, and the number of plaintiffs eventually grew to include all of the **Releasors**. The conditional certification was never made permanent, and denial of permanent certification was a possibility in light of the individualized nature of the violations alleged by the **Releasors**.

Releasors recognize that, due to their number, the endeavor of trying each of their members' claims would be cumbersome. **Releasors** further recognize that the **City** would incur substantial litigation costs in the event that the **Releasors'** cases were to be fully prosecuted and defended through trial and appeal and that the **City** has chosen to avoid those costs by entering into this **Settlement Agreement**. **Releasors** acknowledge that the **City's** decision to settle **Releasors'** claims is in no way a concession or

admission by the **City** that **Releasors'** allegations are meritorious or that they are supported by fact or law, which the **City** denies. Similarly, the City acknowledges that the Releasor's decision to settle their claims is in no way a concession or admission by the Releasors that their allegations lack merit, or are not supported by fact or law, which the Releasors deny.

Releasors stipulate that none of their claims for unpaid overtime or straight time were decided on the merits by the Court and that the results which would have been produced by a full trial of their claims are unknown. Further, **Releasors** stipulate that the consideration paid by the **City** pursuant to the terms of this **Settlement Agreement** is paid as an economic convenience to avoid costs associated with protracted litigation and does not reflect a calculation of any damages or potential damages the **City** may have been exposed to had this case been tried to judgment. Accordingly, **Releasors** stipulate that none of the cash payments required by this **Settlement Agreement** to be paid by the **City** shall be considered compensation for unpaid wages and that the **City** is therefore excused by **Releasors** from any tax withholding obligations. **Releasors** further stipulate that they, and each of them, are solely responsible for determining whether and how much tax is owed by each of them on the cash payment to each of them under the terms of this **Settlement Agreement**, and for paying such tax. In support of this stipulation, **Releasors**, and each of them, jointly and severally, agree to fully indemnify, hold harmless, and defend, to include attorney fees and court costs, the **City** against any demand, lawsuit, administrative proceeding, or other claim that the **City** is or was obligated to withhold any sums for taxes required by any local, state and/or federal law

vis-à-vis the cash payment made pursuant to this **Settlement Agreement**.

Releasors stipulate that they are governed by a steering committee and that the steering committee has the authority to execute this **Settlement Agreement** on behalf of all and each of the **Releasors**, to accept the consideration specified in this **Settlement Agreement**, to bind each **Releasor** to the obligations created by this **Settlement Agreement**, and to release all claims made by each, every and all **Releasors** in the **Lawsuit**. The steering committee warrants that **Releasors** will be bound by the terms and conditions of this **Settlement Agreement** by the signature of each member of the steering committee. The steering committee is comprised of the following individual **Releasors**: William Banfield III, Michael Despres, Lawrence Doyle, John LaMaestra, James M. Prendergast, Linda Taylor, and Felipe Santos. As an additional obligation created by the consideration extended by the **City**, each member of the steering committee, by his or her signature affixed hereto, agrees, jointly and severally, to defend and indemnify the **City** and hold it harmless against any claims or lawsuits brought or made by any **Releasor** against the **City** contesting the validity or implementation of this **Settlement Agreement**, the authority of the steering committee to bind the **Releasors**, or asserting any claim that the steering committee purported to compromise. The indemnity obligation created in this paragraph is intended to cover all costs and damages incurred by the **City** in defense of such claims or lawsuits, including but not limited to equitable relief, money damages, the **City's** litigation costs, expenses, and reasonable attorney fees.

Release

Releasors hereby discharge the **City** of any and all of **Releasors'** past, present and

future claims arising out of the nexus of facts set forth by the various parties in the **Lawsuit**.

This **Settlement Agreement** completely and fully discharges the **City** of all liability and potential liability with respect to any asserted claims and claims that could have been or could be asserted, in the past or future, arising out of the nexus of facts made the basis of the above-referenced **Lawsuit**, including but not limited to those brought under theories of estoppel, quantum meruit, equity, breach of contract, violation of the Fair Labor Standards Act or any other federal statute, violation of the Texas Local Government Code and any other statute of the State of Texas pertaining to terms and conditions of employment, failure of any other obligation pertaining to the calculation and payment of compensation for services as an employee of the City, violation of any other duty owed under statute or common law, and any other claim for damages, including but not limited to liquidated damages and attorney fees, that could have arisen from the nexus of fact alleged in any pleading, motion, or other filing by any part in the **Lawsuit**.

Releasors are being paid valuable consideration on behalf of the **City**, receipt and delivery of which is hereby acknowledged, and they stipulate that the consideration supports this **Settlement Agreement** as it applies to any present and/or future claims they have against the **City** concerning matters arising from the nexus of fact in the **Lawsuit**. In any dispute concerning this **Settlement Agreement's** validity, terms, or the obligations it imposes, the **Releasors** agree that the recited consideration was exchanged and that it was adequate to create binding obligations on them. In any future legal proceeding,

Releasors waive any requirement that the **City** offer any proof or evidence of the exchange or sufficiency of consideration other than a copy of this instrument, as executed, which the **Releasors** stipulate is admissible in any legal proceeding and constitutes indisputable evidence of the exchange of adequate consideration to support this **Settlement Agreement**.

Consideration

Each of the **Releasors** is hereby paid three hundred and seventy-five dollars and thirty-seven cents (\$375.37), from which appropriate amounts will be deducted for payment of the attorneys' fees and costs which **Releasors** are obligated to pay their counsel and subject to disbursement pursuant to the contractual agreements between the **Releasors** and their counsel. **Releasors** stipulate that this figure is not compensation for unpaid wages or overtime pay sought in the **Lawsuit**.

Each of the **Releasors** is hereby paid an additional sixty dollars and six cents (\$60.06) for court costs and litigation expenses, subject to disbursement pursuant to the contractual agreements between the **Releasors** and their counsel.

Each of the **Releasors**, with the exception of any **Releasors** who are retired or deceased, will receive eleven (11) hours of **special leave time**. The **special leave time** must be used within an eligibility period that shall end twelve (12) months after the date of first eligibility. Hours of **special leave time** not used within the eligibility period are lost. For instance, if the date of first eligibility is October 1, 2007, the **special leave time** must be used by September 31, 2008, or else it is lost. The date of first eligibility is the thirtieth (30th) day after the date this **Settlement Agreement** is approved by the **Court**.

A **Releasor** shall be permitted to use **special leave time** within a reasonable period after making a request, if such use does not unduly disrupt the operations of the San Antonio Police Department. Whether a request to use **special leave time** has been granted within a reasonable period shall be determined using the criteria set forth at 29 C.R.F. § 553.25(c), July 1, 2002, edition. Whether honoring a request to use **special leave time** would be unduly disruptive to the operations of the San Antonio Police Department shall be determined using the criteria set forth at 29 C.R.F. § 553.25(d), July 1, 2002, edition. Notwithstanding any other provisions of this paragraph, the City is not obligated to honor or grant any request to use **special leave time** submitted after the thirtieth day prior to the expiration of the eligibility period, although it may do so in its discretion, which **Releasors** agree shall not be subject to challenge of any type. For instance, if the eligibility period ends on August 31, 2008, then the City is not obligated to honor any request to use **special leave time** submitted after August 1, 2008. Requests to use **special leave time** shall be submitted in the same manner and to the same persons as requests to use other types of leave available to officers of the San Antonio Police Department. The City may not buy back **special leave time** from a **Releasor**, and **special leave time** may not be transferred by a **Releasor** to another person or to any type of leave pool.

The City waives any contractual right to reimbursement or indemnification under the collective bargaining agreement between the City and the San Antonio Police Officers' Association for any part of this settlement. **Releasors** and the City understand and stipulate that the City's waiver, in this **Settlement Agreement**, of any contractual right to indemnity and/or reimbursement or any other remedy it might have shall have no

bearing on its right to assert and enforce any such right in other causes and against other claims.

In consideration of the payment made under this **Settlement Agreement**, **Releasors** hereby release, settle, acquit, and forever discharge the **City** from any and all past and future actions, causes of action, claims, demands, damages, costs, expenses, compensation, or other obligations, for which **Releasors** may have the right to recover against the **City**, on account of or in any way growing out of the acts or omissions giving rise to the **Lawsuit**.

It is expressly understood and agreed that this **Settlement Agreement** is intended to settle and compromise all claims of whatever kind and nature that in any way arise from, grow out of or result from the incident(s), practice(s), and/or conduct made the basis of the **Lawsuit**, regardless of whether those claims were actually raised, pleaded or otherwise asserted in the above-referenced **Lawsuit** or in any other proceeding. **Releasors** agree to execute documents necessary to dismiss the **Lawsuit**, with prejudice, within eight (8) days of the date on which this agreement is executed.

This **Settlement Agreement** completely and fully discharges the **City** with respect to any type of claim, including those brought as direct claims, third party claims, cross claims, counterclaims, or independently asserted claims for alleged or claimed damages, including those for breach of the obligations imposed upon the **City** by the Fair Labor Standards Act and related federal statutes, the collective bargaining agreement between the City of San Antonio and the San Antonio Police Officers' Association, the Texas Local Government Code and related statutes, negligence, gross negligence, negligence

per se, and any other damages for breach of any duty, and for any declaratory, injunctive or any other type of relief at law or in equity, that may have arisen out of the nexus of facts made the basis of the **Lawsuit**.

Releasors understand and agree that this **Settlement Agreement** is a compromise of disputed and doubtful claims; **Releasors** understand that the **City** is not, by making this **Settlement Agreement**, admitting fault, liability, rights, status, or other legal relation in connection with the matters alleged by **Releasors** in the **Lawsuit**.

Releasors and the **City** warrant that the terms of this **Settlement Agreement** are material contractual terms and not merely recitals and that the consideration described in this **Settlement Agreement** constitutes the entire agreement between the **Releasors** and the **City** regarding the payment of any sums or the giving of any consideration. This **Settlement Agreement** is intended to and does hereby bind **Releasors** and each of their heirs, successors and assigns from this date forward.

SIGNED:

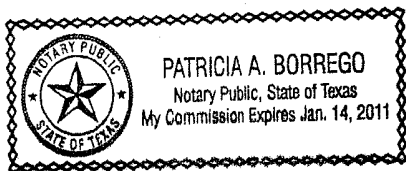
William F. Banfield III
William Banfield III

09/21/07
Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared William F. Banfield III, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of September, 2007.



Patricia A. Borrego
NOTARY PUBLIC IN AND FOR
THE STATE TEXAS

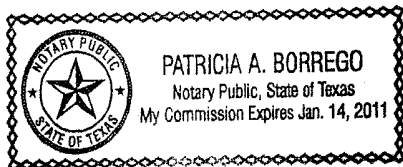
Michael Despres
Michael Despres

09-20-07
Date

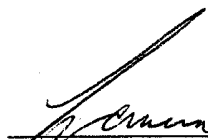
STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared MICHAEL DESPRES, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of September, 2007.



Patricia A. Borrego
NOTARY PUBLIC IN AND FOR
THE STATE TEXAS

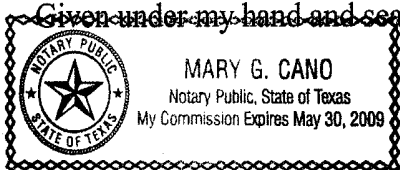

 Lawrence Doyle

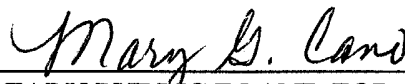
09-20-2007
 Date


STATE OF TEXAS)
 COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared LAWRENCE DOYLE, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of SEPTEMBER, 2007.




 NOTARY PUBLIC IN AND FOR
 THE STATE TEXAS

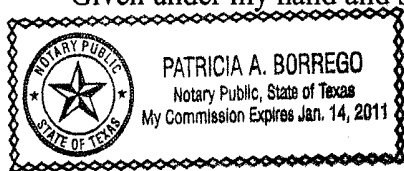

 John LaMaestra

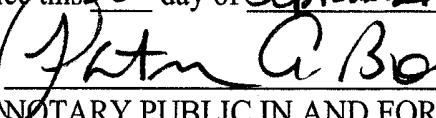
09-20-07
 Date

STATE OF TEXAS)
 COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared John LaMaestra, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of September, 2007.




 NOTARY PUBLIC IN AND FOR
 THE STATE TEXAS

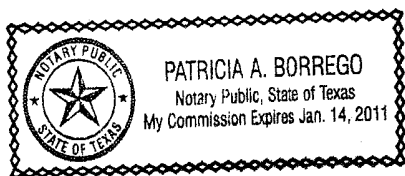
James M. Prendergast
James M. Prendergast

09-20-07
Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared JAMES M. PRENDERGAST, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of September, 2007.



Patricia A. Borrego
NOTARY PUBLIC IN AND FOR
THE STATE TEXAS

Linda Taylor

Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2007.

NOTARY PUBLIC IN AND FOR
THE STATE TEXAS

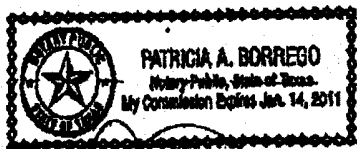
James M. Prendergast
James M. Prendergast

09-20-07
Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared JAMES M. PRENDERGAST, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of September, 2007.



Patricia A. Borrego
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Linda Taylor
Linda Taylor

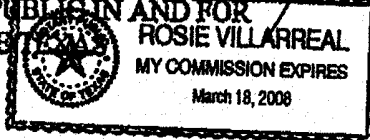
9/21/07
Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared Linda Taylor, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of Sept., 2007.

March 18, 2008 Rosie Villarreal
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
ROSIE VILLARREAL
MY COMMISSION EXPIRES
March 18, 2008



Felipe Santos

Felipe Santos

9-21-07

Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared Felipe Santos, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of September, 2007.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE TEXAS

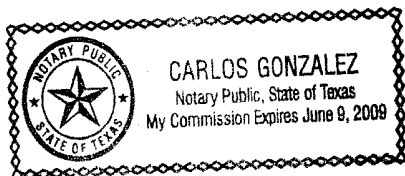


Exhibit A

ADAME, EDWARD ANTHONY
ADAMS, BOBBY RAY
AGUIRRE, ROBERT PALACIOS
AICHER, JASON NATHANIEL
ALBERTHAL, KEVIN ELLIS
ALBRECHT, GARY GARTH
ALFARO, KEITH JOSEPH
ALONZO, DANIEL PATRICK
ALONZO, STEPHANIE
ALVARADO, SEFERINO JR.
ANDERS, DANIEL J
ANDERSON, DAVID SCOTT
ANDRADE, GREGORY SR
APPELT, STEPHEN JOSEPH
ARRIAGA, PABLO III
ARRIAGA, SCOT
ATCHLEY, TODD WAYNE
BAILEY, TERRY RICHARD
BALMOS, FRED N
BANFIELD, WILLIAM F III
BARRERA, DANIEL RICARDO
BARRERA, ROBERTO
BEJAR, DAVID ANTHONY
BELTRAN, EDWARD JR.
BENJAMIN, POONSIN
BETUS, JOHN MICHAEL
BIERMAN, DAVID A
BJUGSTAD, MARK STEVEN
BLACKDEN, CHARLES SCOTT
BOYLE, RICHARD EDWARD
BRIETZKE, BRICE
BRINKMAN, DAVID PAUL
BROWN, DIANA DENISE
BURKE, BRIAN CHARLES
BUTLER, MONTREZ C
BYROM, ALBERT LEE SR
CALDERA, ROBERT
CAMPACOS, JUAN CARLOS
CAMPBELL, BRANDON JAY
CAMPBELL, GUADALUPE M
CAMPBELL, WILLIAM FREDRICK
CAMPOS, CASEY JASON
CARRION, LEROY
CARTWRIGHT, DENNIS MICHAEL
CARTWRIGHT, JACOB LUKE
CASAREZ, PHILIP C
CASAS, ARTHUR III

CASTELLO, ANGEL LUIS JR.
CASTRO, REBECCA
CHANDLER, CHRISTOPHER JOSEPH
CHEVERA, ALBERT
CHRISTIAN, STEVE JASON
CISNEROS, FRED
CLARK, SCOTT DALE
COBLE, KEVIN BARRE
COBURN, DENNIS EDWARD
CONTRERAS, MARTHA ALICIA
CORDERO, XAVIER MARTIN
CULP, CHAD RAY
DAVIS, RONALD EARL
DE HOYOS, ARTHUR JR
DELEON, ROMAN
DELGADO, ANTHONY
DELGADO, MARK
DELGADO, STEVEN
DENNIS, CHRISTOPHER PATRICK
DESPRES, MICHAEL EDWARD
DIAZ, JOHNNY JR.
DIAZ, LINDA
DIMMICK, ANTHONY JAMES
DOLGENER, JAMES RODNEY
DOMINGUEZ, DANIEL D.
DOMINGUEZ, RICHARD G
DOMINGUEZ, RICHARD G. III
DONIVAN, GARY JAMES N.
DOXIE, PHILLIP OGDEN
DOYLE, LAWRENCE
DUCATE, PAUL ROBERT
EARNEST, DANIEL LEE
ESCAMILLA, RAMIRO ALBERTO
ESPARZA, SAMUEL RAMIREZ
ESQUIVEL, CRUZ M.
ESQUIVEL, LOUIS HENRY
ESTRADA, TOMAS GUZMAN
EVANS, JOSEPH ANTHONY
FARLEY, ROBERT WILLIAM SR
FAVORITE, STEPHEN RUSSELL
FIELD, MICHAEL WILLIAM
FINLEY, STEVEN VANCE
FISCHER, DEAN ALAN
FLATHERS, ROBERT R
FLETCHER, MICHAEL DOUGLAS
FLORES, CYNTHIA
FLORES, HENRY BARRERRA JR.
FLOWERS, JOHN STACEY
FULLER, JERRY J

FULLER, TIMOTHY M.
GALINDO, DAVID
GALINDO, PETE ARISPE
GALLEGOS, FRANCISCO
GARCIA, JOHN MICHAEL
GARCIA, ODELL M
GARVELLI, GREG ALAN
GARZA, CARLOS ANTONIO
GARZA, ROBERTO GONZALEZ
GARZA, RUDOLPH ANTHONY
GILL, ROGERIO C.
GOMEZ, ALBERT B
GOMEZ, SALVADOR BOYTIQUE
GONYON, DUANE MICHAEL
GONZALES, FRANK
GONZALES, MICHAEL VILLERREAL
GONZALES, RUBEN SANCHEZ
GONZALEZ, DANIEL R
GONZALEZ, EFRAIN D
GRAJEDA, ROBERT THEODORE
GROGAN, MICHAEL TODD
GRONA, WILLIAM GARY BRIAN
GUTIERREZ, DEAN
GUTIERREZ, FRANK STEVE V
HADDON, RAYFORD E
HAGEN, KENNETH ALLEN
HALE, PATRICK JAMES
HALIBURTON, HOLEONEL EGYPTI
HANCOCK, DALE GREGSTON
HEAD, BRIAN LAMAR
HEIM, MICHAEL DELROY
HENDERSON, ROBERT JOSEPH
HENSLEY, REED EMMERY
HERNANDEZ, ANASTACIO GABRIEL J
HERNANDEZ, JAVIER A.
HERNANDEZ, MANUEL JR
HERNANDEZ, RICHARD SOLIS
HILL, ANTHONY WARD
HILLIARD, CHRISTOPHER MICHAEL
HODGE, DARVEL III
HODGE, RICHARD EUGENE
HOFF, HEIDI BETH
HOLLEY, LAWRENCE WILLIAM
HOWARD, STEVEN ERIC
HUMBLE, ETHAN WILLIAM
HUNTER, GARRET LEM
INSALATA, JOHN CHARLES
JACKSON, MATTHEW JONATHAN
JENNESS, JAMES HAROLD
JIMENEZ, FERNANDO JORGE

JOHNSON, ALLEN HARRIS
JOHNSON, MICHAEL ALLEN
JONES, TINA L
JOSLIN, LARRY GLEN
KASBERG, WILLIAM
KEENE, KERRY JAMES
KEITT, AMANDA J.
KOCHHEISER, MARK L
KRAFT, DERRICK WILLIAM
KRICK, JAY EDWARD
KRISULEVICZ, GARY L.
LACY, MICHAEL EUGENE
LAMAESTRA, JOHN A
LAMAESTRA, NUNZIO JOSEPH
LANDRUM, KEVIN DWAYNE
LANE, BILLY JEFF
LANGFORD, ALAN M
LARES, STEVEN
LARISON, TERRY LEON
LAURENZ, MARTY FRED
LERMA, DAVID FALCON JR
LEVINE, PATRICK BERNARD
LIMON, RICHARD JR
LOCKAMY, GEORGE LESTER III
LONG, RICHARD NEALE
LOPEZ, HECTOR A.
LOPEZ, MARGARITO MIKE JR.
LOPEZ, ROBERT J.
LOZANO, DAVID A
LUEVANO, DAVID
LUTE, PHILLIP S
LUTTON, CHRISTOPHER
LUZIUS, KEVIN J
MACIAS, FRANK
MACIEL, BENITO M.
MANGOLD, GODFREY T
MARTINEZ, ALEJANDRO
MARTINEZ, VICTOR JOHN
MATA, AUSENCIO III
MAY, STEPHEN C
MCCANN, MONTY DAVID
MCCLURE, JAMES C
MCDONALD, SIDNEY GORDEN
MCFARLAND, MICHAEL JOHN
MCLEROY, WADE NATHAN SR.
MEDRANO, OSCAR J JR.
MENDOZA, PAUL J.
MITCHELL, JAMES A.
MONTEMAYOR, MARIO
MOORE, JOSEPH LEE JR

MOORE, MICHAEL KEITH
MORENO, ERIC M.
MORRIS, TOMMY RAY
MOUND, GARY RONALD
MUCHO, GARY TYLER
MUNOZ, ROBERT RAYMOND
MUSSEY, BILLY FRANK
NAGY, SHANE A.
NEWMAN, KRISTOPHER TODD
NICHOLS, LAURA SMITH
NUSSBAUM, ALLAN JAY
OBERHEU, MYRON L
O'CONNOR, OSCAR LEE
OLIVAREZ, RODNEY
OOSTERVEEN, MARK ANTHONY
ORNELAZ, JOHN ANTHONY
OROSCO, FELIX MORENO
ORTEGON, ROLAND C
ORTIZ, ALEJANDRO LIRA
ORTIZ, THOMAS F. JR.
OVALLE, PETER ROGER
OVERTON, MATTHEW CARL
PAEZ, DANIEL R.
PALENCIA, JOHNNY
PENA, HILARIO
PERALTA, EMMANUEL
PEREZ, JOHNNY RAMIRO
PEREZ, ONESIMO
PERRILL, ROBERT LEE
PERRY, DAVID M
PHELAN, JAMES MICHAEL
PINEDA, NOEL
PLEASANT, DARRELL LYNN
POOLE, DAVID BRIAN
PRENDERGAST, JAMES MICHAEL
PRESCOTT, STEPHEN MICHEAL
PROSSER, TED A
PRUKOP, JAMES LOUIS
QUINONEZ, MICHAEL D
RAMEY, WAYNE ANTHONY
RAMIREZ, MICHAEL ANTHONY
RAMIREZ, RENE
RAMOS, MICHELLE ROMERO
RATCLIFF, JAMES WILLIAM
RAYMOND, ROBERT A
RENDON, FELICIANO F JR
REYES, ADELBERT P
REYES, BRIAN ANTHONY
REYES, ROBERT
REYNOSA, REYNALDO

RICHTER, EDWIN LAMAR JR
RIOS, JOHNNY GARCIA JR
RIVERA, THOMAS PETER
ROBARTS, LAWRENCE W
ROBINSON, STACY EUGENE
ROBLES, DANIEL RAMIREZ
RODRIGUEZ, DAVID ORTIZ
RODRIGUEZ, ROBERT B
RODRIGUEZ, STEVEN
ROZACKY, JASON WAYNE
RUBIO, ERIC
RUPP, RONALD DAVID
SALAME, JESUS JR.
SALAS, DOMINGO
SALAS, RENE DOMINGO
SALVATIERRA, ROBERT A
SANCHEZ, CARLOS R.
SANCHEZ, JULIAN
SANCHEZ, RICHARD FLORES
SANCHEZ, RICHARD R
SANCHEZ, ROGER FLORES
SANDERS, BRAD ALLAN
SANDERS, DALE FRANK II
SANDOVAL, EDWARD WILLIAM
SANTOS, FELIPE S JR
SAUCEDA, SANTOS JR
SAULTER, TIMOTHY S.
SCHOENBERGER, RICHARD THOMAS
SCHOTT, HAROLD W
SCHRECKENBACH, CHARLES ROBERT
SCOTT, DANIEL DUBRETT
SCOTT, JEFFREY JAMES
SHARP, JOHN M
SHAW, THOMAS J
SHOQUIST, WAYNE EDWARD
SILVA, JUAN DIEGO
SMITH, BRENT WARREN
SMITH, DAVID WAYNE
SMITH, DEE WAYNE
SMITH, DWIGHT LEONARD
SMITH, GREGORY
SMITH, LAWRENCE RUSSELL
SMITH, THOMAS FRANKLIN JR
SOWELL, THOMAS B. III
STANUSH, MARK ALAN
STOVALL, DAVID A.
STROMBOE, NICK F.
STUHL, BRIAN SCOTT
TAMEZ, ROBERT ANTHONY
TAYLOR, LINDA FAYE

THOMAS, GEORGE WILSON
THOMASTON, HAROLD W. JR.
THOMPSON, LARRY EUGENE
THULEEN, KENNETH EARL
TITUS, WARREN K. III
TOBIAS, ELIAS JR
TORRES, DANIEL ANTHONY
TORRES, DAVID
TUCKER, RANDALL KENT
TURNER, DAVID ALLEN
TYLER, GERALD EMBRA
URANGA, DANIEL
VALDEZ, MARIO R. JR
VALLE, JANELLEN ELIZABETH
VALLE, ROBERTO III
VARVARO, SALVATORE VINCENT
VEGA, PETE
VIDAURRI, ELIAS MENDOZA
VIEYRA, CRISOFORO JR
VILLANUEVA, MICHAEL MARCUS
WANG, PHILLIP ZOOM-LU
WARD, GEORGE MAURICE
WARNER, REGINALD D
WARREN, JOE ROSS III
WESSELS, DAVID CURTIS
WESTMORELAND, BRAD DOUGLAS
WHITE, WILLIAM EUGENE
WHITEHEAD, KEITH WILLIAM
WHITNEY, JAMES C.
WHITSON, JERRY RAY
WILLIAMS, EDDIE
WILSON, BRUCE THOMAS
WOODS, K LADELL
YBANEZ, JAVIER ANTONIO
YOUNG, GREGORY JOSEPH
ZELDES, ADAM MICHAEL
ZULAICA, HUBERT

Exhibit “B”

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

MATTHEW JACKSON, et al.

Plaintiffs,

v.

THE CITY OF SAN ANTONIO

Defendant

§

§

§

§

§

§

§

Cause No. SA-03-CV-049-RF

COLLECTIVE RELEASE BY STEERING COMMITTEE
ON BEHALF OF PLAINTIFF CLASS

In consideration of the payment of THREE HUNDRED AND SEVENTY-FIVE AND THIRTY-SEVEN HUNDREDTHS DOLLARS (\$375.37), plus SIXTY AND SIX HUNDREDTHS DOLLARS (\$60.06) for costs, to each Plaintiff, and granting 11 special leave hours to each Plaintiff remaining in the active service of the San Antonio Police Department, and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned Plaintiffs' Steering Committee in the above-captioned collective action lawsuit ("the lawsuit"), on behalf of ourselves and all the Plaintiffs who opted in to the lawsuit, hereby release and forever discharge the City of San Antonio ("Defendant"), its officers, employees, agents, attorneys, and representatives, from any claims for unpaid compensation or related damages, interest, expenses, costs, and attorney's fees which were or could have been asserted in the lawsuit.

By signing this Release, we the undersigned Plaintiffs' Steering Committee, on behalf of ourselves and all the Plaintiffs who opted in to the lawsuit, give up any rights we may have to pursue the lawsuit or to file any other suit against Defendant or any other party for any unpaid compensation or related damages, interest, expenses, costs, and attorneys' fees which could have been recovered in the lawsuit. We also acknowledge that the amount we are being paid collectively

to release our claims is payment for a bona fide wage dispute and is the full and complete compensation which we and our attorneys will receive from the lawsuit.

SIGNED:

William F. Banfield III
William Banfield III

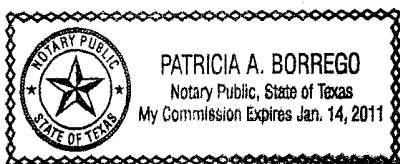
09/21/07
Date

STATE OF TEXAS)
COUNTY OF BEXAR)

William F. Banfield III

BEFORE ME, the undersigned Notary Public, on this day personally appeared MICHAEL DESPRES, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of September, 2007.



Patricia A. Borrego
NOTARY PUBLIC IN AND FOR
THE STATE TEXAS

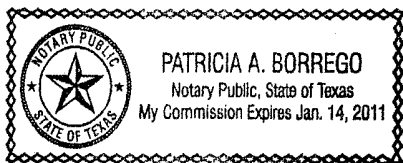
Michael Despres
Michael Despres

09-20-07
Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared MICHAEL DESPRES, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of September, 2007.



Patricia A. Borrego
NOTARY PUBLIC IN AND FOR
THE STATE TEXAS

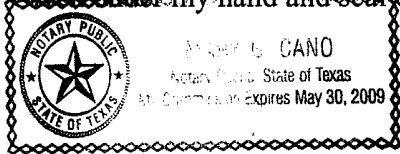
Lawrence Doyle
 Lawrence Doyle

09-20-2007
 Date

STATE OF TEXAS)
 COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared LAWRENCE DOYLE, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of SEPTEMBER, 2007.



Mary G. Cano
 NOTARY PUBLIC IN AND FOR
 THE STATE TEXAS

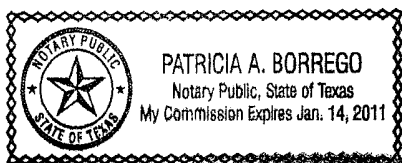
John LaMaestra
 John LaMaestra

09-20-07
 Date

STATE OF TEXAS)
 COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared John LaMaestra, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of September, 2007.



Patricia A. Borrego
 NOTARY PUBLIC IN AND FOR
 THE STATE TEXAS

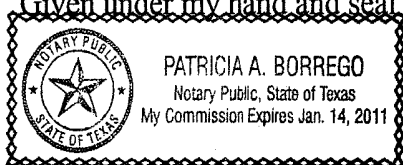
James M. Prendergast
James M. Prendergast

09-20-07
Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared JAMES M. PRENDERGAST, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of September, 2007.



Patricia A. Borrego
NOTARY PUBLIC IN AND FOR
THE STATE TEXAS

Linda Taylor

Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2007.

NOTARY PUBLIC IN AND FOR
THE STATE TEXAS

James M. Prendergast
James M. Prendergast

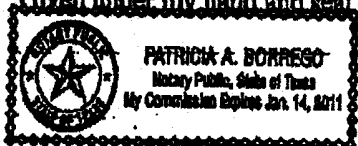
09-20-07

Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared JAMES M. PRENDERGAST, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of September, 2007.



Patricia A. Borrego
NOTARY PUBLIC IN AND FOR
THE STATE TEXAS

Linda Taylor
Linda Taylor

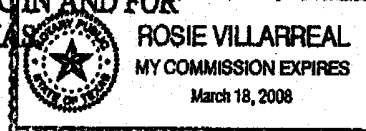
9/21/07
Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared Linda Taylor, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of Sept., 2007.

Rosie Villarreal
NOTARY PUBLIC IN AND FOR
THE STATE TEXAS



Felipe Santos

Felipe Santos

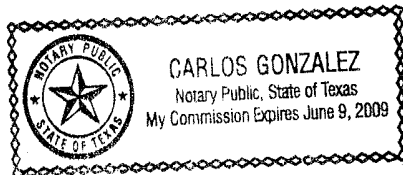
9-21-07

Date

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned Notary Public, on this day personally appeared Felipe Santos, who, after presenting proper identification, signed the foregoing Release where indicated above and acknowledged to me that he executed it voluntarily and as a member of the Plaintiffs' Steering Committee and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of September, 2007.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE TEXAS